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DISTRICT COURT OF THE UNITED STATES
FOR THE SOUTHERN DISTRICT OF NEW YORK

Civil Action No. 47-749

ISBRANDTSEN CO., INC.,

Plaintiff,

against

UNITED STATES OF AMERICA, NORTH ATLANTIC CONTINENTAL FREIGHT CONFERENCE, CONTINENTAL NORTH ATLANTIC WESTBOUND FREIGHT CONFERENCE, A/S J. LUDWIG MOWINCKELS REDERI, BLACK DIAMOND STEAMSHIP CORP., COMPAGNIE GENERALE TRANSATLANTIQUE, COMPAGNIE MARITIME BELGE, CUNARD WHITE STAR, LTD., ELLERMAN'S WILSON LINE, LTD., DAMPSKIBSSELSKABET AF 1912 A/S, N. V. NEDERLANDSCH-AMERIKAANSCHE STOOMVAART MAATSCHAPPIJ, UNITED STATES LINES COMPANY, WATERMAN STEAMSHIP CORPORATION, LYKES BROS. STEAMSHIP CO., INC., SOUTH ATLANTIC STEAMSHIP LINE, INC.,

Defendants,

UNITED STATES MARITIME COMMISSION,

Intervenor

JURISDICTIONAL STATEMENT

A/S J. Ludwig Mowinckels Rederi, Black Diamond Steamship Corp., Compagnie Generale Transatlantique, Compagnie Maritime Belge, Cunard White Star, Ltd., Dampskibsselskabet af 1912 A/S, N. V. Nederlandsch-Amerikaansche Stoomvaart Maatschappij, United States Lines

Company, Waterman Steamship Corporation, and South Atlantic Steamship Line, Inc., defendants-appellants, as members of one or both of the two Conferences above named, having presented this day their petition for appeal, now file this their statement of the basis upon which it is contended that the Supreme Court of the United States has jurisdiction on a direct appeal to review the order in question, and should exercise such jurisdiction in this case.

(a) The appeal herein is from an order entered January 13, 1949 granting, after notice and hearing, an interlocutory injunction, made and entered by a District Court of the United States specially constituted under Sec. 2284 of Title 28, United States Code. Sec. 1253 of said Title 28 provides that a direct appeal to the Supreme Court of the United States may be taken from such an order made by such specially constituted District Court.

(b) The Federal statute involved is the Shipping Act, 1916, Secs. 801, *et seq.* of Title 46, United States Code. The only section of said statute, the validity of which, or of U. S. Maritime Commission Action thereunder, has been questioned by plaintiff is Sec. 15 thereof (46 U. S. C. 814). The pertinent provisions of said section are as follows:

> "Every common carrier by water, or other person subject to this chapter, shall file immediately with the commission a true copy, or, if oral, a true and complete memorandum, of every agreement, with another such carrier or other person subject to this chapter, or modification or cancellation thereof, to which it may be a party or conform in whole or in part, fixing or regulating transportation rates or fares; giving or receiving special rates, accommodations, or other special privileges or advantages; controlling, regulating, preventing, or destroying competition; pooling or apportioning earnings, losses, or traffic; allotting ports or restricting or otherwise regulating the number and character of sailings between

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ports; limiting or regulating in any way the volume or character of freight or passenger traffic to be carried; or in any manner providing for an exclusive, preferential, or cooperative working arrangement. The term 'agreement' in this section includes understandings, conferences, and other arrangements.

"The commission may by order disapprove, cancel, or modify any agreement, or any modification or cancellation thereof, whether or not previously approved by it, that it finds to be unjustly discriminatory or unfair as between carriers, shippers, exporters, importers, or ports, or between exporters from the United States and their foreign competitors or to operate to the detriment of the commerce of the United States, or to be in violation of this chapter, and shall approve all other agreements, modifications, or cancellations.

• • • • • • •

"All agreements, modifications, or cancellations made after the organization of the commission shall be lawful only when and as long as approved by the commission, and before approval or after disapproval it shall be unlawful to carry out in whole or in part, directly or indirectly, any such agreement, modification, or cancellation.

"Every agreement, modification, or cancellation lawful under this section shall be excepted from the provisions of sections 1-11 and 15 of Title 15, [Anti-Trust Law] and amendments and Acts supplementary thereto."

Sec. 14A and Sec. 29 of the Shipping Act (46 U. S. C. Sec. 813, 828) although not attacked before the District Court are also involved.

• • • • • • •

(c) The order appealed from was made and entered on January 13, 1949.

(d) The application for appeal was presented on February 10, 1949.

(e) The appeal is directed to setting aside the aforesaid injunction. The injunction in the order restrains appellant carriers from putting into effect a "contract-non-contract" rate system, so-called, whereby shippers who contract with said carriers, within certain limitations, to ship their goods in trans-Atlantic trade eastbound and westbound exclusively by the vessels of said carriers, who are members of Conferences approved by the Maritime Commission, receive the benefit over a period of agreed rates which are lower than the open rates, so-called, applied by said carriers to "non-contract" shipments (here the indicated difference in rates was 20%).

The plaintiff, not a member of either of the two Conferences of which defendant carriers are members, secured a temporary restraining order along substantially the same lines as in the temporary injunction contemporaneously with the filing of its complaint October 28, 1948. Said complaint charged that the "contract-non-contract" rate system was invalid as matter of law, and therefore could not lawfully be approved by the Maritime Commission under Sec. 15 of the Shipping Act, 1916 (46 U. S. C. 814); and that if such approval was allowable under said section, the same would then be unconstitutional as an unlawful delegation of power to said Commission. The plaintiff contended that the Maritime Commission's *ex parte* approvals of Conference agreements purporting to authorize a "contract-non-contract" rate system were unlawful and improper and therefore should be set aside by the Court.

The Court found that said Sec. 15 contained a provision for cancellation or modification by the Commission of any agreement previously approved by it.

Appellant carriers contended before the Court that con-

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tracts with shippers were different from agreements between carriers in the nature of conferences requiring approval by the Commission; that said contracts were in the nature only of rate practices not subject to approval in advance by the Maritime Commission, although subject to the jurisdiction of the Commission in a complaint proceeding or a proceeding initiated by itself, wherein the Commission would determine the lawfulness or unlawfulness of the "contract-non-contract" rate practice according to the circumstances and facts developed in the particular proceeding.

In the interest of clarification, we may point out that the "contract-non-contract" rate system has been in fairly regular and constant use in greater or lesser degree for many years dating from before 1914 when the so-called Alexander Committee Report (H. R. Doc. 805, 63rd Cong., 2nd Sess. [1914]) was issued and became the basis on which the Shipping Act, 1916, was formulated; in that report said rate practice was specifically dealt with in an approving sense, and not disapproved. The approved Conference agreements to which the appellants are parties provide for admission of other qualified carriers on application; any carrier upon admission is entitled to full participation in the rate contracts. This "contract-non-contract" rate system, although in suspense until recently because of the World War, is practiced by most of the approved Conferences in ocean foreign trade, has in many instances been upheld by the Maritime Commission, and historically has had the approbation of most shippers.

Although the Court decided that plaintiff must first exhaust its remedy before the Maritime Commission in an adversary proceeding in advance of court determination, nevertheless it issued a temporary injunction against appellants, December 20, 1948, pending determination by the Commission, and without any specific finding of irreparable damage. The complaint and related affidavits made no al-

legations adequate to support a finding of irreparable damage to plaintiff. The opinion of the Court only recites "the plaintiff would be gravely prejudiced" by institution of the contract rate system pending the Commission's decision.

The injunction was conditioned on plaintiff filing a complaint before the Commission within 20 days from the entry of the Court's order, January 13, 1949. Plaintiff filed its complaint with the Commission February 1, 1949, whereupon the Commission immediately caused the same to be served on appellants with notice requiring answer within 15 days from date of receipt of the complaint. Appellants will file their answers as thus required, whereupon plaintiff's complaint will be at issue before the Commission.

Copies of the Court's opinion dated December 20, 1948, and order of January 13, 1949, including Findings of Fact and Conclusions of Law, are appended hereto.

Appellant carriers contend that the Court was without power to issue the temporary injunction; and that the same is unduly prejudicial to them and is causing and will cause them irreparable damage in respect of their regular and legitimate activities and interests. They further contend that said injunction is an interference in the nature of prejudgment with the proceedings directed to be had before the Maritime Commission, both as concerns appellants and said Commission, and as concerns also good order in lawfully established and recognized priorities as between courts and regulatory bodies according to the subject-matter involved. Appellants further contend that the Court had no right to "exercise of discretion," because of the primary jurisdiction of the Maritime Commission which the Court itself recognized; and more especially because the Maritime Commission, being the lawful guardian of public interest in such matters, had promptly intervened and opposed issuance of the injunction as contrary to the public interest.

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Appellants represent that the question involved is of manifestly vital importance not only to them but likewise to all other interests, whether carriers or shippers, participating in ocean transportation in foreign trade. The question is obviously most important also as concerns regulatory bodies, not only to the Maritime Commission as directly affected here, but likewise to the Interstate Commerce Commission, Civil Aeronautics Board, and other Commissions, agencies of Congress, whose activities could be adversely affected by advance court action of the general nature exemplified in this present case. *U. S. Nav. Co.* v. *Cunard S. S. Co., et al.*, 284 U. S. 474; *Macauley* v. *Waterman S. S. Corp.*, 327 U. S. 540; and *Board* v. *Great Northern Ry. Co.*, 281 U. S. 412, together with other cases that can be cited, appear to support the foregoing.

(f) The following decisions of the Supreme Court of the United States, among others, are believed to sustain the jurisdiction of said Court on a direct appeal to review the order here in question: *Board* v. *Great Northern Ry.*, 281 U. S. 412; *Isbrandtsen-Moller Co.* v. *U. S.*, 300 U. S. 139; *United States* v. *Hancock Truck Lines, Inc.*, 324 U. S. 774.

Respectfully submitted,

ROSCOE H. HUPPER,
BURTON H. WHITE,
Attorneys for Defendants-Appellants.

February 10, 1949.

APPENDIX "A"

Opinion

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

[SAME TITLE]

Before:

FRANK, Circuit Judge, and RIFKIND and KAUFMAN, District Judges.

APPEARANCES:

JOHN J. O'CONNOR, Esq.,
WILLIAM L. McGOVERN, Esq.,
Attorneys for Plaintiff.

JOHN F. X. McGOHEY, Esq.,
Attorney for the United States,
WALTER K. BENNETT, Esq., Special Assistant to the Attorney General, Antitrust Division and
JOSEPH E. McDOWELL, Esq., Special Assistant to the Attorney General.

PAUL D. PAGE, JR., Esq.,
GEORGE F. GALLAND, Esq.,
Attorneys for U. S. Maritime Commission.

BURLINGHAM, VEEDER, CLARK & HUPPER, Esqs.,
Attorneys for Defendant Carriers.
ROSCOE H. HUPPER, Esq., of Counsel.

TOMPKINS, BOAL & TOMPKINS, Esqs.,
Attorneys for Lykes Bros. Steamship Co., Inc.
ARTHUR M. BOAL, Esq., of Counsel.

This is a suit brought by Isbrandtsen Steamship Co., to enjoin and set aside so much of the orders and approvals of the United States Maritime Commission approving two Conference Agreements, No. 4490-6, dated Jan. 2, 1948, and No. 7920-1, dated August 24, 1948, as authorize imposition

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by defendant steamship carriers and Conferences of "contract" and "non contract" rates. Defendants are two Conferences and their steamship line members and the United States of America, a statutory defendant. 46 U. S. C. A. § 830; 28 U. S. C. § 2322. The Special Assistant to the Attorney General, who appeared for the United States, stated,

> "The Department of Justice cannot defend the actions of the Maritime Commission involved in this suit for the reason that to do so would be inconsistent with the position taken by the Department of Justice on behalf of the United States in a pending antitrust action against the Far East Conference and a number of its member lines, which action is now pending in the District Court of the United States for the District of New Jersey. The Department of Justice, therefore, stands aside for the purpose of this hearing."

The Maritime Commission has intervened. 28 U. S. C. § 2323.

On plaintiff's motion for a temporary restraining order and a temporary injunction restraining defendant Conferences and steamship lines "• • • from carrying out their announced intention and plan of instituting their exclusive patronage contract system on November 1, 1948 and thereafter retaliating against any shipper who patronizes plaintiff • • •", a temporary restraining order was granted ex parte, and the motion heard before a statutory three judge court. 46 U. S. C. A. § 830; 28 U. S. C. § 2325; 28 U. S. C. § 2284. It is that motion, and defendant carriers' motion to dismiss,[1] which are now to be decided.

It appears without substantial dispute that

1. The defendant steamship lines, foreign and domestic, are members of one or both of two Conferences, the North Atlantic Continental Freight Conference and the Continental North Atlantic Freight Conference, hereafter called

---

[1] This motion was formerly made subsequent to the hearing, but presents the same issue which was argued on plaintiff's motion.

the Eastbound Conference and the Westbound Conference, respectively. These Conferences are rate-fixing associations of common carriers engaged, respectively, in the East and West bound carriage of goods across the Atlantic to and from east coast United States ports.

2. Plaintiff is an American flag "independent" engaged in competition with the Conference lines on these routes.

3. The Eastbound Conference agreement was first approved by the Commission under Sec. 15, of the Shipping Act, 46 U. S. C. A. § 814, on August 25, 1935, and thereafter from time to time approved as amended, to and including January 2, 1948. The original Eastbound agreement No. 4490 provided that "The Conference may provide specific contract and non-contract rates * * * and the permanent Chairman and/or Secretary is hereby empowered to negotiate and execute such contracts as may be authorized by the Conference".

4. Although this agreement permitted the Conference to charge those shippers who would contract to use Conference lines exclusively a tariff less than that charged other shippers, in fact, only in rare instances and with reference to a very few commodities were such rate differentials established heretofore.

5. On January 2, 1948, the Commission approved by order Agreement No. 4490-6 which recited:

> "Inasmuch as certain Steamship Lines heretofore members of the North Atlantic Continental Freight Conference (Agreement No. 4490 approved under Section 15 of the Shipping Act on August 24, 1935, as amended) have withdrawn from said Conference, the remaining members are continuing said Conference as hereby agreed by them to be modified and amended * * *."

6. Neither the original Westbound Conference Agreement, No. 7000, approved February 16, 1940, and as amended approved, No. 7000-5, on May 7, 1948, nor Agreement No. 7920, approved July 1, 1947, between the French

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North Atlantic Westbound Freight Conference members and the Continental/North Atlantic Westbound Freight Conference members, whereby they agreed mutually to maintain similar tariffs on cargoes of Belgian, Dutch or French origin, made mention of contract/non-contract rates, but the latter was modified by Agreement No. 7920-1 to provide for mutual imposition of each other's contract or non-contract rates, as might be applicable in any case, to cargo of such origin, and this agreement was approved by the Commission on August 24, 1948.

7. In approving these agreements the Commission followed its established practice of acting without holding adversary hearings.

8. Pursuant to the approved Conference agreements, the defendant steamship lines, through their Conferences, are presently about to require all shippers to contract to employ Conference lines exclusively on pain of being charged 20% higher tariffs if they fail so to contract. Once having contracted, any shipper who breaches by shipping goods via an independent non-Conference line will be required to pay to the Conference a penalty of double the contract rate applicable to the goods so shipped, and will thereafter be denied the lower contract rates.

9. Plaintiff and its predecessors have been engaged in the North Atlantic carriage since 1931, and the institution of the proposed exclusive patronage dual tariff system would greatly injure its business as an independent carrier.

RIFKIND, D. J.

We are all in agreement that a temporary injunction should issue to maintain the status quo pending further proceedings to adjudicate the legality of the Conference agreements and the action contemplated pursuant thereto. It may be that the "exclusive patronage" provisions are prohibited by 46 U. S. C. A. § 812[1-a] and that the Commis-

[1-a] Section 14 of the Shipping Act, 46 U. S. C. A. § 812, prohibits deferred rebates and retaliation by discriminating or unfair methods against a shipper because such shipper has patronized any other carrier.

sion is powerless to approve such provisions under 46 U. S. C. A. § 814. Very considerable doubt upon such a holding is thrown by *Swayne & Hoyt, Ltd.*, v. *U. S.*, 1937, 300 U. S. 297, 306-7 and note 3, and by the legislative history of the statute, H. R. Doc. No. 805, 63rd Cong., 2nd Sess., 1914, 287-292.

But we need not decide that question now. The statute is not very explicit in its provision of an administrative remedy. It does, however, provide, 46 U. S. C. A. § 814, that the Commission may cancel or modify any agreement "* * * whether or not previously approved by it * * *", and for fifteen years the Commission has followed a procedure for reviewing on its own motion, Pacific Coast European Conference Agreement, 1948, 3 U. S. M. C. 11, and for hearing complaints concerning agreements previously approved by it.

Cf. *Olsen* v. *Blue Star Line, Ltd.*, 1941, 2 U. S. M. C. 529;

Rawleigh v. *Stoomvart*, 1933, 1 U. S. S. B. 285.

That procedure has not yet been availed of by plaintiff. We should not at this stage pass on the validity of the agreements before the Commission, in accordance with its established procedure, has had an opportunity to pass thereon in an adversary proceeding.

But were the defendant carriers to institute their exclusive patronage system pending the Commission's decision upon such a proceeding, the plaintiff would be gravely prejudiced. Since the Commission disclaims the power to afford temporary relief, and the equitable power of the court to preserve the status quo to protect the rights of all concerned has not been withdrawn by statute,[2] an injunction as prayed should issue, conditioned on the plaintiff's diligent prosecution before the Commission of a complaint

[2] In West India F. & S. Co., Inc. *v.* Seatrain Lines, Inc., C. C. A. 2, Docket No. 21126, Dec. No. 81, Nov. 5, 1948, the Court of Appeals sustained an injunction granted with the Commission's approval on the theory that the Commission itself lacked power to grant relief pending its determination on a formal complaint. Cf. 28 U. S. C. § 2324; 5 U. S. C. A. § 1009.

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challenging the validity of the agreements. The defendant carriers' motion to dismiss the action is denied.

Dated, New York, N. Y., December 20th, 1948.

JEROME H. FRANK,
United States Circuit Judge;
SIMON H. RIFKIND,
United States District Judge;
SAMUEL H. KAUFMAN,
United States District Judge.

APPENDIX "B"

Order Granting Preliminary Injunction

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

[SAME TITLE]

This cause having come on to be heard on plaintiff's motion for a preliminary injunction and upon consideration thereof and the pleadings and affidavits filed herein, and the Court's opinion, dated December 20, 1948, and filed herein, the Court makes the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. The defendant steamship lines, foreign and domestic, are members of one or both of two Conferences, the North Atlantic Continental Freight Conference and the Continental North Atlantic Freight Conference, hereafter called the Eastbound Conference and the Westbound Conference, respectively. These conferences are rate-fixing associations of common carriers engaged, respectively, in the East and West bound carriage of goods across the Atlantic to and from east coast United States ports.

2. Plaintiff is an American flag "independent" engaged in competition with the Conference lines on these routes.

3. The Eastbound Conference agreement was first approved by the Commission under Sec. 15 of the Shipping Act, 46 U. S. C. A. Sec. 814, on August 24, 1935, and thereafter from time to time approved as amended, to and including January 2, 1948. The original Eastbound agreement No. 4490 provided that "The Conference may provide specific contract and non-contract rates * * * and the permanent Chairman and/or Secretary is hereby empowered to negotiate and execute such contracts as may be authorized by the Conference."

4. Although this agreement permitted the Conference to charge those shippers who would contract to use Conference lines exclusively a tariff less than that charged other shippers, in fact, only in rare instances and with reference to a very few commodities were such rate differentials established heretofore.

5. On January 2, 1948, the Commission approved by order Agreement No. 4490-6 which recited:

> "Inasmuch as certain Steamship Lines heretofore members of the North Atlantic Continental Freight Conference (Agreement No. 4490 approved under Section 15 of the Shipping Act on August 24, 1935, as amended) have withdrawn from said Conference, the remaining members are continuing said Conference as hereby agreed by them to be modified and amended * * *."

6. Neither the original Westbound Conference Agreement, No. 7000, approved February 16, 1940, and as amended approved, No. 7000-5, on May 7, 1948, nor Agreement No. 7920, approved July 1, 1947, between the French North Atlantic Westbound Freight Conference members and the Continental/North Atlantic Westbound Freight Conference members, whereby they agreed mutually to maintain similar tariffs on cargoes of Belgian, Dutch or French origin, made mention of contract/non-contract rates, but the latter was modified by Agreement No. 7920-1 to provide for mutual imposition of each other's contract or non-contract rates, as might be applicable in any case, to cargo of such origin,

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and this agreement was approved by the Commission on August 24, 1948.

7. In approving these agreements the Commission followed its established practice of acting without holding adversary hearings.

8. Pursuant to the approved Conference agreements, the defendant steamship lines, through their Conferences, are presently about to require all shippers to contract to employ Conference lines exclusively on pain of being charged 20% higher tariffs if they fail so to contract. Once having contracted, any shipper who breaches by shipping goods via an independent non-Conference line will be required to pay to the Conference a penalty equal to twice the amount of freight that would have been payable under the contract in respect of the shipment constituting the violation, and will thereafter be denied the lower contract rates.

9. Plaintiff and its predecessors have been engaged in the North Atlantic carriage since 1931, and the institution of the proposed exclusive patronage dual tariff system would greatly injure its business as an independent carrier.

Conclusions of Law

1. The court should not at this stage pass on the validity of the agreements before the Commission, in accordance with its established procedure, has had an opportunity to pass thereon in an adversary proceeding.

2. Were the defendant carriers to institute their exclusive patronage system pending the Commission's decision upon such a proceeding, the plaintiff would be gravely prejudiced.

3. To preserve the status quo, an injunction as prayed should issue, conditioned on the plaintiff's diligent prosecution before the Commission of a complaint challenging the validity of the agreements.

4. Defendant carriers' motion to dismiss the action should be denied.

WHEREFORE, it is hereby

Ordered that the prayer of the plaintiff for a Preliminary Injunction be, and it hereby is, granted, on condition that plaintiff shall within twenty days from the entry of this order, file and thereafter diligently prosecute before the United States Maritime Commission a complaint challenging the validity of the Conference Agreements numbered 4490-6 and 7920-1. And it is further

Ordered that, pending the filing of said complaint and its consideration, and the filing and publishing of reports, decisions and orders of the United States Maritime Commission, and its examiners and agents, on and pertaining to said complaint to be filed before said Commission, or until further order of this Court, defendants North Atlantic Continental Freight Conference and Continental North Atlantic Westbound Freight Conference, and the defendant steamship lines, members of said two Conferences, their agents, servants, employees, attorneys and all persons in active concert or participation with them, are hereby restrained from taking any steps to execute or effectuate any exclusive patronage contracts with shippers, heretofore or hereafter entered into, or to put into effect the contract rate system, or to compel, induce or persuade shippers in said North Atlantic trades to execute or effectuate such contracts, or enter into such contracts with shippers, whereby the shipper, directly or indirectly, agrees to effect all his transportation requirements exclusively by means of the member lines of the two defendant Conferences, under penalty of being assessed freight rates higher than the rates currently prevailing, if he patronizes plaintiff, or any other penalty; and it is further

Ordered that, pending the filing of said complaint by plaintiff and its consideration, and the filing and publishing of all reports, decisions and orders of the United States Maritime Commission, and its examiners and agents, on and pertaining to said complaint, or until the further order of this Court, the operation of those provisions of Conference Agreements numbered 4490-6 and 7920-1 purporting to authorize said Conferences to provide contract and non-contract rates shall be suspended; and it is further

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ORDERED that the motion, dated November 18, 1948, to dismiss the Complaint herein, filed by the defendant steamship lines herein, be, and the same hereby is, denied; and it is further

ORDERED that said Preliminary Injunction is hereby granted on condition that plaintiff, Isbrandtsen Co., Inc., continue in full force and effect, during the pendency of this Preliminary Injunction, the security heretofore given on the issuance of the Temporary Restraining Order herein. Nothing herein contained shall prejudice any defendant from applying to the court for an increase of the security hereby ordered upon proper showing.

Dated, January 7th, 1949.

/s/ JEROME N. FRANK
United States Circuit Judge
/s/ SIMON H. RIFKIND
United States District Judge
/s/ SAMUEL H. KAUFMAN
United States District Judge

SIRS:

PLEASE TAKE NOTICE that the within is a copy of an Order this day duly entered and filed in the office of the Clerk of the United States District Court for the Southern District of New York.

Dated, January 13th, 1949.

Yours, etc.,

JOHN J. O'CONNOR,
Attorney for Plaintiff
29 Broadway, New York, N. Y.

To

JOHN F. X. MCGOHEY, ESQ.,
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